

**UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS**

IN RE: NEW ENGLAND COMPOUNDING
PHARMACY, INC. PRODUCTS LIABILITY
LITIGATION

This Document Relates To:
All Cases

MDL No. 2419

Master Dkt. No. 1:13-md-2419-RWZ

DEFENDANT UNIFIRST CORPORATION'S GLOBAL MOTION TO DISMISS

Pursuant to Rule 12(b)(6) of the Federal Rules of Civil Procedure, Defendant UniFirst Corporation (“UniFirst”), by and through its counsel, files this Global Motion to Dismiss all claims pending in this MDL against it for failure to state a claim upon which relief may be granted.

As explained more thoroughly in UniFirst’s Memorandum in Support of its Global Motion to Dismiss, filed contemporaneously with this Motion, each of the claims asserted against UniFirst in plaintiffs’ Master Complaint fails as a matter of law:

- Plaintiffs’ negligence claim against UniFirst fails because (1) UniFirst owed no duty to plaintiffs to ensure the sterility of either NECC’s cleanrooms or its products and (2) the Master Complaint itself does not permit any plausible inference that UniFirst caused plaintiffs’ injuries.
- Plaintiffs’ M.G.L. Chapter 93A claim against UniFirst fails because (1) choice of law principles preclude plaintiffs—none of whom reside in Massachusetts or were injured here—from bringing suit under Chapter 93A instead of the consumer protection laws in their home states, (2) the Master Complaint fails to give rise to any plausible inference that UniFirst’s conduct caused plaintiffs’ alleged injuries, and (3) the Master Complaint fails to allege that UniFirst engaged in any “unfair” or “deceptive” conduct.

- Plaintiffs' ancillary claims against UniFirst for wrongful death, loss of consortium and punitive damages fail because those claims cannot be sustained absent a viable primary claim. Plaintiffs also have not alleged that UniFirst acted with the willful, wanton or malicious intent necessary to support an award of punitive damages.

For these reasons, and the reasons outlined in UniFirst's Memorandum in Support of its Global Motion to Dismiss, UniFirst respectfully requests that the Court dismiss all claims against it with prejudice.

Respectfully submitted,

DEFENDANT UNIFIRST CORPORATION

By its attorneys,

/s/ James C. Rehnquist

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Dated: April 1, 2014

LOCAL RULE 7.1(A)(2) CERTIFICATION
AND CERTIFICATE OF SERVICE

I, James C. Rehnquist, hereby certify that counsel for Defendant, UniFirst Corporation, conferred with opposing counsel in an effort to resolve or narrow the issues presented in this motion prior to filing.

I further certify that a copy of this document, filed through the CM/ECF system will be accessible to those attorneys who are registered with the Court's electronic filing system and Notice of Electronic filing (NEF) will be sent to these parties by operation of the CM/ECF system on April 1, 2014.

/s/ James C. Rehnquist